

CONRAIL

RECORDATION NO. 9302-F Filed 1425

9-0544061

FEB 23 1979 - 12 40 PM

No. _____
Date FEB 23 1979
Fee \$ 30.⁰⁰

RECORDATION NO. 9302-G Filed 1425

FEB 23 1979 - 12 40 PM

INTERSTATE COMMERCE COMMISSION

February 22, 1979

ICC Washington, D. C.

H. G. Homme, Jr.
Acting Secretary
Interstate Commerce Commission
Washington, D. C. 20423

RECORDATION NO. 9302-H Filed 1425

FEB 23 1979 - 12 40 PM

INTERSTATE COMMERCE COMMISSION

Dear Mr. Homme:

We herewith present the following documents for recordation pursuant to section 11303 of Title 49 of the United States Code:

1. Amendment Agreement to Lease of Railroad Equipment Pursuant to Conrail 1978 Trust No. I.
2. Supplement No. I to Lease of Railroad Equipment Pursuant to Conrail 1978 Trust No. I.
3. Supplement No. II to Lease of Railroad Equipment Pursuant to Conrail 1978 Trust No. I.

Each of these documents amend or supplement a Lease of Railroad Equipment pursuant to Conrail 1978 Trust No. I which was recorded with the Commission on March 31, 1978 at 3:40 P.M. and received recordation number 9302. Certain other documents related to the Lease were filed at that time and received recordation numbers 9302-A through 9302-E.

Each of the enclosed documents have been executed in five counterparts, each of which has been joined together to form one document. You are welcome to keep the signed copy of each document. Could you please stamp the two xerox copies with your recordation number and return them to the individual presenting them for recordation.

Enclosed is our check for \$30.00 to cover the recordation fee for the amendment and two supplements.

If you have any questions, please call me at (215) 594-4201. Thank you for your assistance.

Sincerely yours,

Joseph T. Rowan
Joseph T. Rowan
Corporate Counsel

JTR:ld

Enclosures

CONSOLIDATED RAIL CORPORATION

FEE OPERATION BR.
I.C.C.

FEB 23 12 30 PM '79

RECEIVED

Counterparts - William O. Clark

FEB 23 1979 - 12 40 PM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENT NO. II TO LEASE
OF RAILROAD EQUIPMENT
PURSUANT TO CONRAIL 1978 TRUST NO. I

SUPPLEMENT NO. II, dated as of October 1, 1978, to LEASE OF RAILROAD EQUIPMENT, dated as of December 23, 1977 as amended as of October 1, 1978, as supplemented by SUPPLEMENT NO. I TO LEASE OF RAILROAD EQUIPMENT, dated as of July 1, 1978 (hereinafter called the Lease), between CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation, and MANUFACTURERS NATIONAL BANK OF DETROIT, as Trustee under a Restated and Amended Trust Agreement (the "Trust Agreement") for Conrail 1978 Trust No. I restated and amended as of February 15, 1978 and dated as of December 23, 1977 with FORD MOTOR CREDIT COMPANY, THE BUDD LEASING CORP. and GOULD LEASING INC. (collectively, the "Beneficiaries").

In accordance with the third paragraph of § 3 of the Lease, the parties hereby agree to an adjustment of the Rentals and Casualty Values for Auto Racks accepted after September 30, 1978 and not after December 31, 1978, as follows:

(a) Casualty Values for Auto Racks accepted after September 30, 1978 and not after December 31, 1978 shall be those set forth in the Annex hereto in lieu of the Casualty Values set forth in Schedule B to the Lease.

(b) Rentals for each Auto Rack accepted after September 30, 1978 and not after December 31, 1978, shall

be: 38 consecutive quarterly payments each in an amount equal to 3.3921% of the Cost of such Auto Rack.

(c) The Interim Rental Term with respect to each such Auto Rack shall be from the Closing Date to, but not including, January 10, 1979 and the Rental amount for each day as defined in the Lease for the Interim Rental Term shall remain the same.

All terms used herein have the same meaning as in the Lease.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed on the date set forth below their respective signatures, as of October 1, 1978.

MANUFACTURERS NATIONAL BANK OF DETROIT,
as trustee, Lessor

By


Authorized Officer

Date

1-16-79

CONSOLIDATED RAIL CORPORATION,
Lessee

By

Title

Date

Pursuant to Section 9.01(b) of the Trust Agreement,
the Beneficiaries hereby consent to and authorize and direct
the Lessor to execute and deliver the foregoing Supplement
No. II.

FORD MOTOR CREDIT COMPANY

By _____

Date _____

THE BUDD LEASING CORP.

By _____

Date _____

GOULD LEASING INC.

By _____

Date _____

Annex

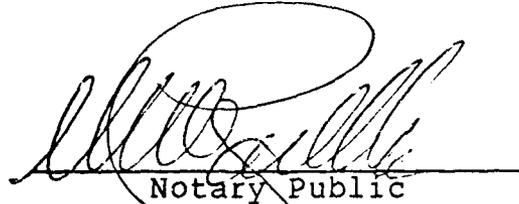
Schedule B to Lease (page 3)

Casualty Values for Auto Racks Revised as of October 1, 1978,
Pursuant to Section 3 of the Lease For Deliveries Accepted
after September 30, 1978 and not after December 31, 1978

<u>Date</u> (10th Day of Each Month)	<u>Percentage of Cost</u> <u>Auto Racks</u>
1/79 & Prior Thereto	103.04
4/79	102.93
7/79	102.75
10/79	102.43
1/80	102.02
4/80	101.51
7/80	100.88
10/80	100.14
1/81	99.32
4/81	98.43
7/81	97.43
10/81	96.33
1/82	94.75
4/82	87.13
7/82	85.79
10/82	84.35
1/83	82.84
4/83	81.25
7/83	79.58
10/83	77.83
1/84	75.74
4/84	67.34
7/84	65.38
10/84	63.34
1/85	61.24
4/85	59.07
7/85	56.85
10/85	54.57
1/86	52.06
4/86	43.05
7/86	40.61
10/86	38.13
1/87	35.60
4/87	33.00
7/87	30.44
10/87	27.87
1/88	25.29
4/88	22.68
7/88	20.19
Thereafter	20.00

STATE OF MICHIGAN)
) ss.:
COUNTY OF WAYNE)

On this JAN 16 1979, before me personally appeared DONALD E. BLACK, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of MANUFACTURERS NATIONAL BANK OF DETROIT, that one of the seals affixed to the foregoing instrument is the seal of said national bank, as such Trustee and not in its individual capacity, that said instrument was signed and sealed on behalf of said national bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national bank in said capacity.



Notary Public

[Notarial Seal]

CHARLES J. PAVELLA
Notary Public Wayne County, Mich.
My Commission Expires Sept. 10, 1980

SUPPLEMENT NO. II TO LEASE
OF RAILROAD EQUIPMENT
PURSUANT TO CONRAIL 1978 TRUST NO. I

SUPPLEMENT NO. II, dated as of October 1, 1978, to LEASE OF RAILROAD EQUIPMENT, dated as of December 23, 1977 as amended as of October 1, 1978, as supplemented by SUPPLEMENT NO. I TO LEASE OF RAILROAD EQUIPMENT, dated as of July 1, 1978 (hereinafter called the Lease), between CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation, and MANUFACTURERS NATIONAL BANK OF DETROIT, as Trustee under a Restated and Amended Trust Agreement (the "Trust Agreement") for Conrail 1978 Trust No. I restated and amended as of February 15, 1978 and dated as of December 23, 1977 with FORD MOTOR CREDIT COMPANY, THE BUDD LEASING CORP. and GOULD LEASING INC. (collectively, the "Beneficiaries").

In accordance with the third paragraph of § 3 of the Lease, the parties hereby agree to an adjustment of the Rentals and Casualty Values for Auto Racks accepted after September 30, 1978 and not after December 31, 1978, as follows:

(a) Casualty Values for Auto Racks accepted after September 30, 1978 and not after December 31, 1978 shall be those set forth in the Annex hereto in lieu of the Casualty Values set forth in Schedule B to the Lease.

(b) Rentals for each Auto Rack accepted after September 30, 1978 and not after December 31, 1978, shall

be: 38 consecutive quarterly payments each in an amount equal to 3.3921% of the Cost of such Auto Rack.

(c) The Interim Rental Term with respect to each such Auto Rack shall be from the Closing Date to, but not including, January 10, 1979 and the Rental amount for each day as defined in the Lease for the Interim Rental Term shall remain the same.

All terms used herein have the same meaning as in the Lease.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed on the date set forth below their respective signatures, as of October 1, 1978.

MANUFACTURERS NATIONAL BANK OF DETROIT,
as trustee, Lessor

By _____
Authorized Officer

Date _____

CONSOLIDATED RAIL CORPORATION,
Lessee

By  _____
Title Asst. Treas. & Bkg.

Date 1/16/79

Pursuant to Section 9.01(b) of the Trust Agreement,
the Beneficiaries hereby consent to and authorize and direct
the Lessor to execute and deliver the foregoing Supplement
No. II.

FORD MOTOR CREDIT COMPANY

By _____

Date _____

THE BUDD LEASING CORP.

By _____

Date _____

GOULD LEASING INC.

By _____

Date _____

Annex

Schedule B to Lease (page 3)

Casualty Values for Auto Racks Revised as of October 1, 1978,
Pursuant to Section 3 of the Lease For Deliveries Accepted
after September 30, 1978 and not after December 31, 1978

<u>Date</u> (10th Day of Each Month)	<u>Percentage of Cost</u> <u>Auto Racks</u>
1/79 & Prior Thereto	103.04
4/79	102.93
7/79	102.75
10/79	102.43
1/80	102.02
4/80	101.51
7/80	100.88
10/80	100.14
1/81	99.32
4/81	98.43
7/81	97.43
10/81	96.33
1/82	94.75
4/82	87.13
7/82	85.79
10/82	84.35
1/83	82.84
4/83	81.25
7/83	79.58
10/83	77.83
1/84	75.74
4/84	67.34
7/84	65.38
10/84	63.34
1/85	61.24
4/85	59.07
7/85	56.85
10/85	54.57
1/86	52.06
4/86	43.05
7/86	40.61
10/86	38.13
1/87	35.60
4/87	33.00
7/87	30.44
10/87	27.87
1/88	25.29
4/88	22.68
7/88	20.19
Thereafter	20.00

STATE OF PENNSYLVANIA)
) ss.:
CITY OF PHILADELPHIA)

On this 1/16/79, before me personally appeared B. D. Wellmon, to me personally known, who, being by me duly sworn, says that he is a Asst. Treas. Tx. & Bkg. of CONSOLIDATED RAIL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Alfonso J. DiGregorio
NOTARY PUBLIC

ALFONSO J. DIGREGORIO

Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires August 7, 1980

[Notarial Seal]

My Commission expires

SUPPLEMENT NO. II TO LEASE
OF RAILROAD EQUIPMENT
PURSUANT TO CONRAIL 1978 TRUST NO. I

SUPPLEMENT NO. II, dated as of October 1, 1978, to LEASE OF RAILROAD EQUIPMENT, dated as of December 23, 1977 as amended as of October 1, 1978, as supplemented by SUPPLEMENT NO. I TO LEASE OF RAILROAD EQUIPMENT, dated as of July 1, 1978 (hereinafter called the Lease), between CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation, and MANUFACTURERS NATIONAL BANK OF DETROIT, as Trustee under a Restated and Amended Trust Agreement (the "Trust Agreement") for Conrail 1978 Trust No. I restated and amended as of February 15, 1978 and dated as of December 23, 1977 with FORD MOTOR CREDIT COMPANY, THE BUDD LEASING CORP. and GOULD LEASING INC. (collectively, the "Beneficiaries").

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All terms used herein have the same meaning as in the Lease.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed on the date set forth below their respective signatures, as of October 1, 1978.

MANUFACTURERS NATIONAL BANK OF DETROIT,
as trustee, Lessor

By _____
Authorized Officer

Date _____

CONSOLIDATED RAIL CORPORATION,
Lessee

By _____
Title

Date _____

Pursuant to Section 9.01(b) of the Trust Agreement,
the Beneficiaries hereby consent to and authorize and direct
the Lessor to execute and deliver the foregoing Supplement
No. II.

FORD MOTOR CREDIT COMPANY

By Basil J. Hurd
Associate General Counsel
Date Jan 5, 1979

THE BUDD LEASING CORP.

By _____
Date _____

GOULD LEASING INC.

By _____
Date _____

Annex

Schedule B to Lease (page 3)

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MANUFACTURERS NATIONAL BANK OF DETROIT,
as trustee, Lessor

By _____
Authorized Officer

Date _____

CONSOLIDATED RAIL CORPORATION,
Lessee

By _____
Title

Date _____

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the Lessor to execute and deliver the foregoing Supplement
No. II.

FORD MOTOR CREDIT COMPANY

By _____

Date _____

THE BUDD LEASING CORP.

By John H. M. [Signature]

Date JAN 18 1979

GOULD LEASING INC.

By _____

Date _____

Schedule B to Lease (page 3)

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7/85	56.85
10/85	54.57
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4/86	43.05
7/86	40.61
10/86	38.13
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OF RAILROAD EQUIPMENT
PURSUANT TO CONRAIL 1978 TRUST NO. I

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as trustee, Lessor

By _____
Authorized Officer

Date _____

CONSOLIDATED RAIL CORPORATION,
Lessee

By _____
Title

Date _____

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the Lessor to execute and deliver the foregoing Supplement
No. II.

FORD MOTOR CREDIT COMPANY

By _____

Date _____

THE BUDD LEASING CORP.

By _____

Date _____

GOULD LEASING INC.

By *[Handwritten Signature]*

Date 11/23/79